

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TANGLE, INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No.: 1:21-cv-09352

PROPOSED DEFAULT JUDGMENT

THIS CASE having been commenced by Plaintiff TANGLE, INC. against the Defendants identified on the First Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names identified in the First Amended Schedule A (the “Defaulting Defendant Domain Names”) and the online marketplace accounts identified in the First Amended Schedule A (the “Defaulting Online Marketplace Accounts”), and Plaintiff having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name disabling order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of products utilizing the TANGLE trademark, U.S. Trademark Registration No.: 1779055, and/or copyrights covered by U.S. Copyright Office Registration Nos. VA 120-368, VA 1-232-933, VA 1-271-045, VAu 35-392, VAu 35-391, VAu 35-390, VAu 35-389, VAu 35-388, and VAu 35-387 (the “TANGLE Copyright Registrations”); and

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 101 et seq.), and/or violation of unfair competition under New York common law.

IT IS HEREBY ORDERED that ~~Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.~~ Plaintiff has judgment against Defaulting Defendants. The damages will be determined at an inquest. The inquest referral will follow separately.

Accordingly, this Court ORDERS that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

- a. using Plaintiff’s TANGLE trademark, TANGLE Copyright Registrations, or any reproductions, counterfeit copies, or colorable

imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine TANGLE product or not authorized by Plaintiff to be sold in connection with Plaintiff's TANGLE trademarks and/or TANGLE Copyright Registrations;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine TANGLE product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's TANGLE trademarks and/or TANGLE Copyright Registrations and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant

Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit TANGLE products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine TANGLE product or not authorized by Plaintiff to be sold in connection with Plaintiff's TANGLE trademark and/or TANGLE Copyright Registrations.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, eBay, PayPal, Wish, DHgate, Payoneer, or AliExpress, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the TANGLE trademarks and/or Copyright

Registrations, including any accounts associated with the Defaulting Defendants listed on the First Amended Schedule A;

- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the TANGLE trademarks and/or Copyright Registrations; and
- c. take all steps necessary to prevent links to the Defaulting Defendant Domain Names identified on the First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Amazon.com and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

5. DHgate and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. ContextLogic, Inc. ("Wish") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. PayPal, Inc. (“PayPal”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

8. Payoneer, Inc. (“Payoneer”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

9. eBay, Inc. (“eBay”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

10. AliExpress and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

11. Ping Pong Global Solutions, Inc. (“Ping Pong”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

12. Coinbase Global, Inc. (“Coinbase”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts

connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

13. LianLian Global t/as LL Pay U.S., LLC ("LianLian") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

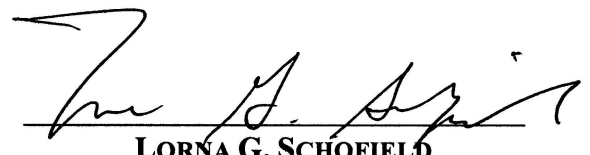
14. AllPay Limited ("AllPay") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

15. Union Mobile Financial Technology Co., Ltd. ("Union Mobile") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

16. Alibaba and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

17. ~~Pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 504, Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000.00).~~

Dated: February 2, 2022
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

FIRST AMENDED SCHEDULE A

No.	Defendants	Defendants Online Marketplace(s)
18.	Leconi Toy	https://www.aliexpress.com/store/4450028
19.	Light up the childhood	https://www.aliexpress.com/store/912020136
20.	Lovelybabymoon Factory	https://www.aliexpress.com/store/911602293
21.	MadeInChinaYGF	https://www.aliexpress.com/store/911142139
22.	Maloo Toy	https://www.aliexpress.com/store/3455001
23.	Mommy's Flavour Mother and Baby	https://www.aliexpress.com/store/911771290
24.	motherbaby buyer	https://www.aliexpress.com/store/5039285
25.	Muxin ToyBox	https://www.aliexpress.com/store/911603778
26.	Outplay	https://www.aliexpress.com/store/911870076
27.	RZC kids Toy	https://www.aliexpress.com/store/5741031
28.	sahdjfghj	https://www.aliexpress.com/store/912225166
29.	Shop4046058	https://www.aliexpress.com/store/4046058
30.	Shop4873033	https://www.aliexpress.com/store/4873033
31.	Shop911257425	https://www.aliexpress.com/store/911257425
32.	Shop911391083	https://www.aliexpress.com/store/911391083
33.	Shop911416625	https://www.aliexpress.com/store/911416625
34.	Shop911418068	https://www.aliexpress.com/store/911418068
35.	Shop911464053	https://www.aliexpress.com/store/911464053
36.	Shop911536135	https://www.aliexpress.com/store/911536135
37.	Shop911573018	https://www.aliexpress.com/store/911573018
38.	Tasteful Party	https://www.aliexpress.com/store/5079237
39.	The first Children Toy	https://www.aliexpress.com/store/910640057
40.	TOBEFU	https://www.aliexpress.com/store/4836210
41.	wild kid	https://www.aliexpress.com/store/2664036
42.	wuzun	https://www.aliexpress.com/store/911931028
44.	Longtous	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A1Y96VML4RNQ3&sshPath=
45.	Overvloedi	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=1&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A1782YPG2VFHDC&sshPath=

No.	Defendants	Defendants Online Marketplace(s)
48.	andrewho	https://www.dhgate.com/store/20945342
49.	aner0712	https://www.dhgate.com/store/21670259
50.	Cinderelladress	https://www.dhgate.com/store/14772863
51.	cwmsports	https://www.dhgate.com/store/21531208
52.	dribehance	https://www.dhgate.com/store/20674395
53.	hirohome	https://www.dhgate.com/store/21620785
54.	hy_dance	https://www.dhgate.com/store/21566332
55.	Janner	https://www.dhgate.com/store/21641952
56.	jubaopen08	https://www.dhgate.com/store/21703935
57.	jubaopen09	https://www.dhgate.com/store/21703939
58.	kidstoys_wholesale	https://www.dhgate.com/store/21554226
59.	newtoywholesale	https://www.dhgate.com/store/21645273
60.	octopus_wholesale	https://www.dhgate.com/store/21650392
61.	one-stopos Wedding Dress manufacturer	https://www.dhgate.com/store/14499063
62.	onlystore101	https://www.dhgate.com/product/tiktok-colorful-tangle-fidget-toys-globbles/723686828.html
63.	tangchao11	https://www.dhgate.com/product/snap-autism-wacky-puzzles-and-click-fidget/725494580.html
64.	topbriliant2020	https://www.dhgate.com/store/21212538
65.	topkmall	https://www.dhgate.com/store/21633236
66.	toys_wholesales	https://www.dhgate.com/store/21700964
67.	toyspro	https://www.dhgate.com/store/21582391
68.	wf245347	https://www.dhgate.com/store/20997200
69.	wholesalestores2021	https://www.dhgate.com/product/pop-tube-tangle-fidget-sensory-squeeze-toy/725673523.html
70.	yunhai_wholesale_toy	https://www.dhgate.com/store/21713760
71.	cmltdbartz71_2	https://www.ebay.com/usr/cmltdbartz71_2
72.	Dibibi	https://www.wish.com/merchant/5b30ca34eae8b454de3db60b
73.	eThrif	https://www.wish.com/merchant/608aa03eb4cbfc5a93cc1c40
74.	FYMZ	https://www.wish.com/merchant/5927c9afad892764446f23f2

No.	Defendants	Defendants Online Marketplace(s)
75.	JiangJiang0	https://www.wish.com/merchant/5dfddccc5355971280f784ee
76.	jiquanchengmmla	https://www.wish.com/merchant/5f9a64a3590483a315f85628
77.	Kevin cat	https://www.wish.com/merchant/5d40380172b0c92ff975349b
78.	LifestyleDepartment	https://www.wish.com/merchant/5f0b503bb84da0faf2aaa1a1
79.	liushihang73734	https://www.wish.com/merchant/6057029af01af49a71db7c62
80.	Mustay	https://www.wish.com/merchant/5f8d25f0db0534da0a59bb96
81.	the spray is all washed out	https://www.wish.com/merchant/608296c9a59109d73e4bac6d
82.	Weirongyu	https://www.wish.com/merchant/60502508c5b9290e0531ac40
83.	Yolie	https://www.wish.com/merchant/5b696381aa1d271440989972
84.	Young world of Kailin	https://www.wish.com/merchant/5eead826059bf518da5e6e2f
85.	zhanghuarongpoos	https://www.wish.com/merchant/5f8c0b8b19a61a5b02f6c577